



Revision number: 10

Agent: GLENDON MITCHELL

Item: PROGRAMMING/CONSULTING SERVICES FOR INFORMATION TECHNOLOGY

Vendor: SEE ATTACHED

Internet Homepage: SEE ATTACHED

Telephone: SEE ATTACHED

Fax number: SEE ATTACHED

Contact: SEE ATTACHED

Email address: SEE ATTACHED

Brand/trade name:

Price: SEE ATTACHED RATE LIST

Terms: NET 30

Effective dates: 3/15/99 through 3/14/04

Days required for delivery: AS AGREED

Price guarantee period: 1 YEAR

Minimum order: NONE

Min shipment without charges: N/A

Other conditions: SPENDING MAXIMUM \$100,000 PER AGENCY PROJECT

NOTE: VENDOR INFORMATION HAS BEEN UPDATED

THIS IS A MULTIPLE AWARD CONTRACT. USERS MUST REVIEW AT LEAST THREE (3) CONTRACTOR SOURCES FROM THE POOL FOR OPTIMAL PRICING AND EXPERTISE AND DOCUMENT PURCHASE SELECTION.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a VI referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.

FINET COMMODITY CODE(S):

9182800000-COMPUTER-HARDWARE CONSULTING

9182900000-COMPUTER-SOFTWARE CONSULTING



INFORMATION TECHNOLOGY PROGRAMMING AND CONSULTING SERVICES MASTER PRICE AGREEMENT #MC1014

General Information

Purposes. The purposes of this Master Price Agreement (MC) are:

- 1) to identify individuals or firms with information technology expertise sufficient to meet the core needs of state agencies and political subdivisions on an as needed basis. Information technology expertise includes professional knowledge, skill, and experience in (but, not necessarily limited to) programming languages, administration, networking, quality review, systems analysis, design, verification, data entry, and consulting services across all current and emerging platforms in PC LAN/WAN, Mainframe, Client/Server, Imaging, Web, or other existing and emerging environments.
- 2) to identify consulting/programming firms who are authorized and designated exclusive providers of software application training.
- 3) to identify consulting/programming firms who provide program language training.

Each year, State agencies and political subdivisions require information technology programming/consulting services and exclusive software application and program language training to augment the efforts of their internal staff. In an effort to reduce administrative expenses associated with multiple bid and proposal solicitations and to be more responsive to the individual programming/consulting needs of agencies and political subdivisions, this MC is established to assist in the identification of contractors with expertise in providing core services to user entities.

Exclusions. Information technology knowledge and expertise, as covered under this MC, are not intended to cover areas involving voice telecommunications transmitted via switches, hubs, routers or satellite links; nor is this MC intended to cover purchases of hardware, software, and non-exclusive third-party software application training. Services already covered under existing statewide contracts or price agreements are, also, not covered under this MC. Travel and per diem expenses for out-of-state personnel are not covered under this contract except for expenses associated with authorized trainers of exclusive software applications.

Project Expenditure Limitations. This Master Price Agreement is limited to a maximum amount of \$100,000.00 per project or training course and includes the charges for all personnel and contracting firms that are involved. This limit applies to all phases, modules or other components that constitute the project. **All state agency projects estimated to exceed \$100,000 cannot be procured against this agreement**, but must be solicited separately through the Division of Purchasing.



Intent. This MC represents a pool of in-state contractors expressing interest and having expertise in providing IT programming and consulting services. While this MC has been competitively bid against general criteria, a detailed evaluation has not been made. Therefore, user entities are responsible for the competitive selection of contractors from this pool that should be based on lowest qualified price unless other relevant factors are deemed essential by the individual user entity at the time services are anticipated or required. With this process, evaluate the firm with the lowest price to verify that their expertise, availability, etc. meets the users needs. If not, repeat the same process with the next lowest priced firm and continue the process until a firm is selected.

If the lowest price method is not used, an evaluation process as used in the Request for Proposal (RFP) process shall be followed. Since it is impossible to identify all of the skill sets, experience levels, and knowledge factors that may be required for all user entities for any given project, user entities will be responsible for determining the minimum qualifications required on a project-by-project basis. Such factors may include staff or contractor availability, hourly rates, experience, education, past performance, references, ability to meet user deadlines/schedules/budgets, ability to produce desired outcomes and deliverables, ability to interact satisfactorily with user's staff, satisfactory invoicing/billing procedures, willingness to comply with user policies/procedures/terms & conditions, etc. As in other RFP processes, the state agency shall develop a score sheet with evaluation criteria listed and price shall be at least 30% of the total score. As noted on page (1), at least 3 firms must be evaluated.

Contractor Requirements. Contractors covered under this MC have represented themselves:

16. To be individuals or businesses resident to the state with a valid Utah business license and a physical in-state address.
17. To be subject to the states maximum per diem rates, if and when, out-of-state contractor training services are required.
18. To be in complete agreement to the Standard Terms and Conditions State of Utah, Statewide Contracts (Invitation for Bids).

Agreement Period. The Master Price Agreement will be established for a period not exceeding five (5) years. After which, the state will be required to issue a new solicitation. However, the state reserves the right to issue a new solicitation at any time prior to the established agreement expiration date upon notice to the contractors for reasons deemed in the state's best interests.

Guarantee of Services. The state is under no obligation to guarantee that any services will actually be requested or required of any contractor listed in this MC.

Rate Escalation. Quoted hourly rates are firm for the first year of the agreement. Thereafter, the contractor may request adjustments provided: 1) the frequency of adjustment is no greater than once in any twelve month period, and 2) notice of intent to adjust rates is provided at least thirty (30) days in advance and is accompanied by



documentation that supports the increase request. All downward adjustments in market rates are to be passed immediately to the state.

Hourly rates for personnel already engaged in contracted projects covered by this agreement prior to any rate increase request are fixed and not subject to annual escalation unless approved by user entity. In the case of de-escalating market rates, contractor is required to immediately adjust rates downward for personnel previously engaged in projects at a higher rate. State Purchasing will review contract escalation/de-escalation requests and will have final determination and make adjustments as approved.

Additions to Vendor Pool. The state reserves the right to add additional contractors to the Master Price Agreement at any time throughout the five year agreement period without issuance of a solicitation or notice to current or potential contractors. Additions will be at the state's discretion with the intent of having sufficient flexibility to meet unexpected user demands for services and specific skill sets affected by shortages in the market, new and emerging technologies, and/or new or unique skill set requirements. Additions will not be made at contractor request.

Responsibility of User. User entities whose intent is to select a contractor based on factors other than the lowest rate are required, where possible, to contact at least three (3) contractors from the pool before making a final selection. Users are under no obligation to contact more than three contractors, but are encouraged to do so for larger projects. Should user's determine, after reasonable effort, that the skills required are not apparent from the pool and believe the skills will be needed on an on-going or frequent basis; the user may request a contractor(s) be added to the pool. Otherwise, the project must be bid out according to established procurement rules.

Skill/Experience Verification. The contractor may be required by user entities to provide additional materials or information to prove, ascertain, or, otherwise, verify the skills, experience, and knowledge of the contractor and its staff with regards to specific project requirements. Such materials and information may include personal resumes, references, academic transcripts, and evidence of certifications or completion of training courses. Contractor's personnel proposed for a specific project may be required by the user entity to be interviewed either in person or by phone.

Mutual Understanding. Upon selection of a contractor by a user entity, the user may draft a formal document that outlines the specific project scope, the expected deliverables, any special terms and conditions, and/or other salient points deemed necessary and of mutual agreement to the parties. This document may be in the form of an agency contract, a memorandum of understanding, a purchase order, etc. Such a document shall automatically incorporate by reference this MC and the contractor's bid response. All documents and invoices should reference the assigned statewide Master Price Agreement number MC1014.

Proposed/Assigned Staff. Contractors ultimately successful in obtaining work based on the promise and commitment of specific qualified and skilled personnel shall not switch



or reassign such personnel to other projects without the express approval of the user entity. In cases where assigned personnel discontinue employment with the contractor or re-assignment of staff is approved by the user entity, the contractor shall provide other personnel with skills and experience at least equal to the skills and experience lost or re-assigned. The hourly rate for replacement personnel shall not exceed the rate of the lost or re-assigned individual unless approved otherwise. Should the user entity disagree with the contractor's suggestion of replacement, proposed rate adjustment, or become generally dissatisfied with replaced personnel; the user entity may elect to terminate the work and select another contractor having personnel deemed more appropriately qualified to perform and complete the project.

Special Terms and Conditions. User entities may elect to include or add special terms and conditions, as deemed appropriate, according to specific entity needs and project requirements.

SEARCHABLE GENERAL INDEX

The index is designed to allow users to search, link, and jump directly to information related to the contract, contractors, and/or various services and rates covered by this contract. Use the index to learn more about the contractors covered and the numerous programming, consulting, and training services available, as well as, quoted service rates for entry, intermediate, and expert level skill sets.

Follow the link below to the searchable index:

<http://www.purchasing.state.ut.us/Contracts/MC1014Sections.asp>

A list of contract vendors is available at

<http://www.purchasing.state.ut.us/Contracts/MC1014Vendors.asp>